

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

BOARD OF TRUSTEES OF THE  
CEMENT MASONS HEALTH AND  
WELFARE TRUST FUND FOR  
NORTHERN CALIFORNIA, et al.,

Plaintiffs,

v.

C. APARICIO, CEMENT CONTRACTOR,  
INC.,

Defendant.

Case No. [19-cv-02231-WHO](#)

**ORDER GRANTING MOTION FOR  
ENTRY OF DEFAULT JUDGMENT**

The motion by Board of Trustees of the Cement Masons Health and Welfare Trust Fund for Northern California, Board of Trustees of the Cement Masons Vacation-Holiday Trust Fund for Northern California, Board of Trustees of the Cement Masons Pension Trust Fund For Northern California and Board of Trustees of the Cement Masons Training Trust Fund for Northern California (“Cement Masons Trust Funds”) for summary judgment on their Second Amended Complaint, Fifth Claim for Relief for Breach of Contract/Settlement Agreement, pursuant to ERISA, §§409(a) and 502(a)(2) to recover \$1,571,411.33 due and owing under a fully executed written Settlement Agreement and Release between the parties, minus any partial payments made at the time of hearing on this motion, plus attorneys’ fees and costs, was heard on August 12, 2020. Counsel for plaintiffs and counsel for defaulting defendant appeared. Counsel for defaulting defendant confirmed that defendant did not oppose entry of default judgment.

Having considered the papers in support and defendant’s non-opposition, and good cause appearing therefore:

IT IS HEREBY ORDERED that for the reasons stated and the evidence cited in plaintiffs Cement Masons Trust Funds’ memorandum of points and authorities in support of its

1 motion for summary judgment, there is no genuine dispute as to any material fact and plaintiffs  
2 Cement Masons Trust Funds are entitled to judgment as a matter of law against defendant C.  
3 Aparicio, Cement Contractor, Inc., as follows:

4 \$84,967.55 to satisfy the Judgment in the Prior Litigation

5 \$1,345,557.97 representing the principal balance of the employee trust fund contributions  
6 reported by C. Aparicio, but not paid, and due and owing, through September 2019,  
7 pursuant to the First Amended Complaint \$265,441.42 representing one hundred per cent  
8 (100%) of the liquidated damages and interest due and owing on the unpaid employee trust  
9 fund contributions reported by C. Aparicio, but not paid, and due and owing, through  
10 October 2019

11 \$16,330.13 representing one hundred percent (100%) of the liquidated damages and  
12 interest on the contributions paid, but paid late

13 \$6,175 attorneys' fees incurred in enforcing the Settlement Agreement and Release  
14 (\$180,000) partial payment

15 Total Judgment Due and Owing: \$1,538,427.07

16 **IT IS SO ORDERED.**

17 Dated: August 13, 2020

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20 William H. Orrick  
21 United States District Judge  
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